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NOV 23 2001

DIVISION OF  
OIL, GAS AND MINING

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

FILED  
BRADFORD L. BOLTON  
CLERK

In re:

CSI ENTERPRISES, INC.,  
ENERGY FUELS, INC.,  
OREN LEE BENTON,  
ENERGY FUELS EXPLORATION COMPANY,  
NUEXCO TRADING CORPORATION,  
ENERGY FUELS MINING JOINT VENTURE

Debtors.

Case No. 95-11642-CEM  
Case No. 95-11645-CEM  
Case No. 95-11648-CEM  
Case No. 95-11649-CEM  
Case No. 95-11651-CEM  
Case No. 96-19882-CEM

(Jointly-Administered  
Under Case No.  
95-11642-SBB)

NOTICE PURSUANT TO LOCAL RULE 202 OF LIQUIDATING TRUSTEE'S  
MOTION FOR ORDER GRANTING AUTHORITY TO ENTER INTO  
AGREEMENT AND CONVEY INTEREST IN COLORADO ROCKIES  
BASEBALL CLUB, LTD., COLORADO BASEBALL 1993, INC. AND  
COLORADO BASEBALL MANAGEMENT, INC. FREE AND  
CLEAR OF LIENS, CLAIMS OR INTERESTS

NOTICE IS HEREBY GIVEN that David J. Beckman as liquidating trustee of the Benton and NTC Liquidating Trusts (the "Liquidating Trustee"), and as the authorized representative of the bankruptcy estate of Oren L. Benton (the "Benton Estate") has filed a Motion seeking an Order authorizing the Liquidating Trustee to enter into a certain agreement (the "Agreement") whereby the Liquidating Trustee would convey interests in the Colorado Rockies Baseball Club, Ltd., a Colorado limited partnership ("CRBC"), Colorado Baseball 1993, Inc., a Colorado corporation ("CBI"), and Colorado Baseball Management, Inc., a Colorado corporation ("CBM"), free and clear of liens, claims or interests to certain of the Rockies Parties (as such term is defined in the Motion) designated in the Agreement and settle claims among the Liquidating Trustee on the one hand, and the Rockies Parties and CRBC, CBI and CBM on the other hand.

Prior to the commencement of the Bankruptcy Cases, debtor Oren Lee Benton ("Benton") was the owner of 723 shares of common stock of CBI (the "CBI Shares"), 1,803 shares of common stock of CBM (the "CBM Shares"), and a limited partner interest in CRBC (the "LP Interest") with 20.408163% Sharing Ratio (as defined in that certain Amended and Restated Agreement of Limited Partnership of CRBC dated as of October 29, 1992, as amended). All right, title and interest in and to the CBI Shares, the CBM Shares and the LP Interest vested in the Benton Estate pursuant to 11 U.S.C. § 541.

Pursuant to the Motion, the Liquidating Trustee seeks approval of the Agreement entered into by the Liquidating Trustee, on one hand, and the Rockies Parties, on the other

hand. The essential terms of the Agreement are that: (a) the Liquidating Trustee and the Rockies Parties will generally release all claims against each other, the Rockies Parties will withdraw all proofs of claims filed in the Bankruptcy Cases and the Adversary Proceeding will be dismissed with prejudice; (b) certain of the Rockies Parties will acquire (or redeem) the LP Interest, the CBI Shares and the CBM Shares free and clear of all Claims and Interests; and (c) upon closing of such transactions, certain of the Rockies Parties will make payments to the Liquidating Trustee in such amounts and forms as will be disclosed to the Court, a portion of which proceeds will be set aside in an indemnification claim reserve to be held and disbursed as provided in the Agreement.

Pursuant to Rule 202 of the Local Rules of Bankruptcy Procedure, if you desire to oppose the Motion, you must file under seal an objection and request for hearing with the Court on or before December 10, 2001, and serve a copy thereof on the undersigned attorney. Objections and requests for hearing shall clearly specify the grounds upon which they are based, including the citation of supporting legal authority, if any. General objections will not be considered by the Court.

In the absence of a timely and substantiated objection and request for hearing, the Court may grant the Motion without further notice or a hearing.

Respectfully submitted this 15<sup>th</sup> day of November, 2001.

LEBOEUF, LAMB, GREENE & MacRAE, L.L.P.

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DIVISION OF  
OIL, GAS AND MINING

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

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In re:

CSI ENTERPRISES, INC.,  
ENERGY FUELS, INC.,  
OREN LEE BENTON,  
ENERGY FUELS EXPLORATION COMPANY,  
NUEXCO TRADING CORPORATION,  
ENERGY FUELS MINING JOINT VENTURE

Debtors.

) U.S. BANKRUPTCY COURT  
) DISTRICT OF COLORADO  
) #

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) (Jointly-Administered  
) Under Case No.  
) 95-11642-SBB  
)

**LIQUIDATING TRUSTEE'S MOTION FOR ORDER  
GRANTING AUTHORITY TO ENTER INTO  
AGREEMENT AND CONVEY INTEREST IN COLORADO ROCKIES  
BASEBALL CLUB, LTD., COLORADO BASEBALL 1993, INC. AND  
COLORADO BASEBALL MANAGEMENT, INC. FREE AND  
CLEAR OF LIENS, CLAIMS OR INTERESTS**

David J. Beckman, as Liquidating Trustee of the Benton and NTC Liquidating Trusts (the "Liquidating Trustee"), and as the authorized representative of the bankruptcy estate of Oren L. Benton (the "Benton Estate"), by and through his undersigned counsel hereby files this Motion (the "Motion") seeking an Order Authorizing the Liquidating Trustee, in his capacity as Liquidating Trustee and as authorized representative of the Benton Estate, to enter into a certain agreement (the "Agreement") whereby the Liquidating Trustee would settle claims among the Liquidating Trustee on the one hand and the Rockies Parties (as such term is defined below) on the other hand and convey interests in the Colorado Rockies Baseball Club, Ltd., a Colorado limited partnership ("CRBC"), Colorado Baseball 1993, Inc., a Colorado corporation ("CBI"), and Colorado Baseball Management, Inc., a Colorado corporation ("CBM"), free and clear of liens, claims or interest to certain of the Rockies Parties designated in the Agreement. In support of this Motion the Liquidating Trustee would show to the Court the following:

1. This Court has jurisdiction to grant the relief requested in this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Order of Referral of Case to Bankruptcy Judges entered by the United States District Court for the District of Colorado.
2. Venue of this proceeding and the Motion is proper in this District pursuant to U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2).
3. The above-captioned Debtors commenced cases under Chapter 11 of the United States Bankruptcy Court on February 23, 1995 (the "Bankruptcy Cases"). On August 18,

1997, the Court entered Order Confirming Second Amended Plan of Reorganization for the Jointly Administered Debtors as Modified and Order Approving Claims Settlement Motion and Other Related Matters (the "Confirmation Order").

4. Prior to the commencement of the Bankruptcy Cases, debtor Oren Lee Benton ("Benton") was the owner of 723 shares of common stock of CBI (the "CBI Shares"), 1,803 shares of common stock of CBM (the "CBM Shares"), and a limited partner interest in CRBC (the "LP Interest") with 20.408163% Sharing Ratio (as defined in that certain Amended and Restated Agreement of Limited Partnership of CRBC dated as of October 29, 1992, as amended). All right, title and interest in and to the CBI Shares, the CBM Shares and the LP Interest vested in Benton's bankruptcy estate (the "Benton Estate") pursuant to 11 U.S.C. § 541. (The CBI Shares, the CBM Shares and the LP Interest are collectively referred to herein as the "Rockies Interests").

5. CBI, CBM and CRBC are legal entities which own and operate a Major League Baseball franchise, known as the Colorado Rockies Baseball Club. CBI, CBM, CRBC, Jerry D. McMorris, Charles K. Monfort, and Richard L. Monfort are collectively referred to herein as the "Rockies Parties."

6. Pursuant to the Confirmation Order and the plan of reorganization which was confirmed thereby (the "Plan"), the Liquidating Trustee was appointed liquidating trustee for the Benton and NTC Liquidating Trusts, as well as for the liquidating trusts established by the Plan for the other debtors. Pursuant to the Plan and the Confirmation Order, all right, title and interest in and to Benton's LP Interest vested with the Benton and NTC Liquidating Trusts, free and clear of all liens, charges, restrictions, encumbrances, security interests, pledges, equities and claims of any kind or nature whatsoever (collectively, "Claims and Interests"), except for the restrictions set forth in the CRBC Limited Partnership Agreement. Also pursuant to the Plan and the Confirmation Order, all right, title and interest in and to the CBI Shares and the CBM Shares remained in the Benton Estate. Pursuant to the Plan and the Confirmation Order, the Liquidating Trustee was also appointed the authorized representative of the Benton Estate. (References to the Liquidating Trustee in this Motion shall also be deemed a reference to the Liquidating Trustee in his capacity as the authorized representative of the Benton Estate and acting on behalf of the Benton Estate.)

7. Over the course of the Bankruptcy Cases, certain disputes have arisen between the Liquidating Trustee (or his predecessor(s) in interest), on one hand, and the Rockies Parties, on the other hand. Some of these disputes are the subject of claims made by the Liquidating Trustee against the Rockies Parties in Beckman, Liquidating Trustee v. Colorado Baseball 1993, Inc., et al., Adversary No. 99-1413 DEC, pending in the United States Bankruptcy Court for the District of Colorado (the "Adversary Proceeding"). The Rockies Parties have also asserted certain counterclaims in the Adversary Proceeding.

8. The Liquidating Trustee, on one hand, and the Rockies Parties, on the other hand, have agreed to settle their disputes and, therefore, have entered into the Agreement. The essential terms of the Agreement are that (a) the Liquidating Trustee and the Rockies Parties will generally release all claims against each other, the Rockies Parties will withdraw all proofs of claims filed in the Bankruptcy Cases and the Adversary Proceeding will be dismissed with

prejudice; (b) certain of the Rockies Parties will acquire (or redeem) the LP Interest, the CBI Shares and the CBM Shares free and clear of all Claims and Interests; and (c) upon closing of such transactions, certain of the Rockies Parties will make payments to the Liquidating Trustee in such amounts and forms as will be disclosed to the Court, a portion of which proceeds will be set aside in an indemnification claim reserve to be held and disbursed as provided in the Agreement.

9. Prior to the commencement of the Adversary Proceeding the Liquidating Trustee engaged in an extensive marketing effort in an attempt to liquidate the Rockies Interests. In that regard, the Liquidating Trustee retained the services of UBS Warburg, Dillon, Reed and specifically L. Thomas Sperry of that firm. UBS Warburg, Dillon Reed is a recognized international investment banking firm. Mr. Sperry has specific experience in marketing interests in professional sporting teams.

10. The Liquidating Trustee, with the assistance of Mr. Sperry, conducted an extensive marketing effort to sell the Rockies Interests. Information was circulated to a wide variety of parties who had been identified as potential prospects for a sale. A limited number of such parties expressed interest in acquiring the Rockies Interests.

11. The Liquidating Trustee provided these parties with certain information regarding the Rockies Interests, and sought authorization from the Rockies Parties to begin providing them additional confidential information. The negotiations by the Liquidating Trustee to obtain the consent of the Rockies Parties to provide confidential information to prospective purchasers were long and arduous. Ultimately, the prospective purchasers all identified certain factors as impediments to their desire to consummate a purchase of the Rockies Interests. The primary impediments were:

(a) The fact that the Rockies Interests were minority interests in the team, notwithstanding that certain of the Rockies Interests were ownership interests in the managing general partner and in the management company which provides services to the general partner.

(b) The fact that the Liquidating Trustee had failed to receive any of the cash distribution from CBM to which the Liquidating Trustee believed he was entitled. The failure of the Liquidating Trustee to receive distributions was a precipitating factor in the commencement of the Adversary Proceeding.

12. During the time period in which the Liquidating Trustee was marketing the Rockies Interests with the assistance of UBS Warburg, Dillon Reed, the Rockies Parties had made a proposal to acquire the Rockies Interests. Subsequent to the commencement of the Adversary Proceeding the Liquidating Trustee and the Rockies Parties commenced negotiations to settle the Adversary Proceeding, and transfer the Rockies Interests. Such negotiations have resulted in the Agreement.

13. As a condition to their willingness to enter into the Agreement the Rockies Parties have requested that the Agreement and its principal terms be kept strictly confidential. Accordingly, the Liquidating Trustee has filed contemporaneous herewith a motion (a) asking



this Court to enter an order maintaining the confidentiality of the Agreement and the documents related thereto, (b) authorizing the Liquidating Trustee to submit the Agreement and a summary of its key terms under seal to the Court, and (c) to establishing a mechanism whereby parties-in-interest in the Bankruptcy Cases who file *bona fide* objections to this Motion will be granted access, upon execution of a confidentiality agreement to a summary of the Agreement containing its key terms (including the key financial terms).

14. Prior to seeking approval of the Agreement by this Court, the Liquidating Trustee obtained the approval of the Oversight Committee to the Agreement. The Oversight Committee, which was established by the Plan, consists of the six largest unsecured creditors in the Bankruptcy Cases, holding collectively approximately 80% of claims of unaffiliated creditors in the Nuexco Trading Corporation ("NTC") Bankruptcy Case, and approximately 95% of unaffiliated creditors in the Benton Bankruptcy Case.

### **LEGAL AUTHORITY FOR SETTLEMENT**

1. The Court's authority to approve settlements is derived from Bankruptcy Rule 9019(a). Approval of a settlement is committed to the sound discretion of the Bankruptcy Court. Reiss v. Hagmann, 881 F.2d 890, 891-92 (10th Cir. 1989); In re Ocobock, 608 F.2d 1358, 1360 (10th Cir. 1979). This discretion cannot be exercised in a vacuum. The Court must apprise itself:

... [O]f all facts necessary for an intelligent and objective opinion of the probabilities of ultimate success should the claim be litigated. Further, the judge should form an educated estimate of the complexity, expense, and likely duration of such litigation, the possible difficulties of collecting on any judgment which might be obtained, and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise. Basic to this process in every instance, of course, is the need to compare the terms of the compromise with the likely rewards of litigation.

Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 88 S. Ct. 1157, 1163, 390 U.S. 414, 424-25 (1968).

2. This standard requires that the Court:

[D]etermine whether the settlement is fair and equitable and in the best interests of the estate. To make this determination, the court should consider the probable success of the litigation on the merits, any potential difficulty in collection of a judgment, the complexity and expense of the litigation and the interests of creditors in deference to their reasonable views.

Kaiser Steel Corp. v. Frates (In re Kaiser Steel Corp.), 105 B.R. 971, 976-77 (D. Colo. 1989) (citations omitted). See 10 Collier on Bankruptcy, ¶ 9019.02 at 9019-4 (15 rev. ed. 1996).

However, the Court is not required to conduct a "mini-trial" to decide the questions of law or fact raised by the settlement. In re Carson, 82 B.R. 847, 853 (Bankr. S.D. Ohio 1987).

3. The Liquidating Trustee submits that the Agreement is fair and equitable and in the best interests of creditors of the debtors' estates. The Agreement represents a reasonable agreement under the particular circumstances of this case. Creditors' interest in obtaining the maximum amount for distribution is served by efficiently, fairly and economically resolving the Liquidating Trustee's claims against the Rockies Parties and effectuating the transactions contemplated in the Agreement.

4. The probability of success is determined by considering the legal arguments made and the position of the parties with respect to those claims. Unsecured Creditors Comm. v. First Nat'l Bank & Trust Co. (In re Ellingsen MacLean Oil Co.), 834 F.2d 599, 604 (6<sup>th</sup> Cir. 1987) cert. denied, 488 U.S. 817 (1988). The Liquidating Trustee has asserted claims that the Rockies Parties have improperly withheld dividends from CBM owed to the Liquidating Trustee, that certain of the Rockies Parties have breached obligations under the shareholder agreement for CBI by pledging their shares without consent, that the Rockies Parties have interfered with the Liquidating Trustee's sales efforts and other claims. The Rockies Parties have vigorously disputed the claims, although the Liquidating Trustee believes it would prevail on most or all of them. Nevertheless settlement is appropriate because there are issues as to the amount of damages the Liquidating Trustee might recover, and whether the Liquidating Trustee would prevail on all claims.

5. The claims against the Rockies Parties are extremely complex. Several involve unique issues of corporate law, while others involve complex factual issues. It is anticipated that discovery would be extensive and several expert witnesses would be required to prove the Liquidating Trustee's case.

6. The interests of creditors support the settlement as demonstrated by the fact that the Oversight Committee representing over 85 percent unsecured claims in the Benton and NTC Bankruptcy Cases have unanimously voted to approve the Agreement. The creditors in these Bankruptcy Cases are clearly benefited by liquidating one of the most significant assets in the cases.

7. Accordingly, the Liquidating Trustee requests that the Court approve the Agreement and, in accordance with and subject to the terms of the Agreement, and in exchange for the consideration to be provided by the Rockies Parties pursuant to the terms of the Agreement, the Liquidating Trustee, in his capacity as the Liquidating Trustee for the Benton and NTC Liquidating Trusts, and as the authorized representative to the Benton Estate, be authorized to:

- (a) In exchange for the payments by the Rockies Parties provided for in the Agreement and the withdrawal of their proofs of claim, execute complete mutual releases with all of the Rockies Parties;
- (b) Seek a dismissal of the Adversary Proceeding, with prejudice;

(c) In exchange for the payments by the Rockies Parties provided for in the Agreement, transfer and convey to the Rockies Parties or their designee all of the Benton Estate's right, title and interest in and to the CBI Shares, the CBM Shares, and any other Baseball Interests (as defined in the Plan) or interests therein, as provided in the settlement agreements. Said transfers shall, pursuant to the terms of the Plan and the Confirmation Order, and pursuant to 11 U.S.C. § 363(f), be free and clear of all Claims and Interests, except for the restrictions set forth in the Subscription and Shareholders Agreement for CBI dated as of January 25, 1991, as amended; and

(d) In exchange for the payments by the Rockies Parties provided for in the Agreement, transfer and convey to the Rockies Parties or their designee all of the Liquidating Trusts' right, title and interest in and to the LP Interest, and any other Baseball Interests or interests therein, as provided in the settlement agreements. Said transfers shall, pursuant to the terms of the Plan and pursuant to 11 U.S.C. § 363(f), be free and clear of all Claims and Interests, except the restrictions set forth in the CRBC Limited Partnership Agreement.

WHEREFORE, the Liquidating Trustee requests that the Court grant the relief requested in this Motion and for such other and further relief as the Court deems proper.

Dated this 15<sup>th</sup> day of November, 2001.

Respectfully submitted,

**LeBOEUF, LAMB, GREENE & MacRAE, L.L.P.**

By: 

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**ATTORNEYS FOR THE LIQUIDATING TRUSTEE**



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

In re:	)	
	)	
CSI ENTERPRISES, INC.,	)	Case No. 95-11642-CEM
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OREN LEE BENTON,	)	Case No. 95-11648-CEM
ENERGY FUELS EXPLORATION COMPANY,	)	Case No. 95-11649-CEM
NUEXCO TRADING CORPORATION,	)	Case No. 95-11651-CEM
ENERGY FUELS MINING JOINT VENTURE	)	Case No. 96-19882-CEM
	)	
Debtors.	)	(Jointly-Administered
	)	Under Case No.
	)	95-11642-SBB)
	)	

**ORDER GRANTING MOTION FOR AUTHORITY TO ENTER INTO  
AGREEMENT AND CONVEY INTERESTS IN COLORADO ROCKIES BASEBALL  
CLUB, LTD., COLORADO BASEBALL 1993, INC., AND COLORADO BASEBALL  
MANAGEMENT, INC. FREE AND CLEAR OF LIENS, CLAIMS OR INTERESTS**

This matter coming on before the Court on the Motion (the "Motion") filed by David J. Beckman as liquidating trustee of the Benton and NTC Liquidating Trusts (the "Liquidating Trustee"), and as the authorized representative of the bankruptcy estate of Oren L. Benton (the "Benton Estate") seeking an Order authorizing the Liquidating Trustee to enter into a certain agreement (the "Agreement") whereby the Liquidating Trustee would convey interests in the Colorado Rockies Baseball Club, Ltd., a Colorado limited partnership ("CRBC"), Colorado Baseball 1993, Inc., a Colorado corporation ("CBI"), and Colorado Baseball Management, Inc., a Colorado corporation ("CBM"), free and clear of liens, claims or interests to certain of the Rockies Parties (as such term is defined below) designated in the Agreement and settle claims among the Liquidating Trustee on the one hand, and the Rockies Parties on the other hand. The Court having reviewed the Motion and being advised in the premises:

**DOES HEREBY FIND AND ORDER as follows:**

1. No party has filed an objection to the Motion, or any objections have been withdrawn or are overruled and denied based upon the Court's findings and this Order.
2. This Court has jurisdiction to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Order of Referral of Cases to Bankruptcy Judges entered by the United States District Court for the District of Colorado.
3. Venue of this proceeding and the Motion is proper in this District pursuant to U.S.C. §§ 1408 and 1409.

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4. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

5. The above-captioned Debtors commenced cases under Chapter 11 of the United States Bankruptcy Code on February 23, 1995 (the "Bankruptcy Cases"). On August 18, 1997, the Court entered an Order Confirming Second Amended Plan of Reorganization for the Jointly Administered Debtors, as Modified, and Order Approving Claims Settlement Motion and Other Related Matters (the "Confirmation Order").

6. Prior to the commencement of the Bankruptcy Cases, debtor Oren Lee Benton ("Benton") was the owner of 723 shares of common stock of CBI (the "CBI Shares"), 1,803 shares of common stock of CBM (the "CBM Shares"), and a limited partner interest in CRBC (the "LP Interest") with 20.408163% Sharing Ratio (as defined in that certain Amended and Restated Agreement of Limited Partnership of CRBC dated as of October 29, 1992, as amended). All right, title and interest in and to the CBI Shares, the CBM Shares and the LP Interest vested in the Benton Estate pursuant to 11 U.S.C. § 541.

7. CBI, CBM and CRBC are legal entities which own and operate a Major League Baseball franchise, known as the Colorado Rockies Baseball Club. CBI, CBM, CRBC, Jerry D. McMorris, Charles K. Monfort, and Richard L. Monfort are collectively referred to herein as the "Rockies Parties."

8. Pursuant to the Confirmation Order and the plan of reorganization which was confirmed thereby (the "Plan"), the Liquidating Trustee was appointed liquidating trustee for the Benton and NTC Liquidating Trusts, as well as for the liquidating trusts established by the Plan for the other debtors. Pursuant to the Plan and the Confirmation Order, all right, title and interest in and to Benton's LP Interest vested with the Benton and NTC Liquidating Trusts, free and clear of all liens, charges, restrictions, encumbrances, security interests, pledges, equities and claims of any kind or nature whatsoever (collectively, "Claims and Interests"), except for the restrictions set forth in the CRBC Limited Partnership Agreement. Also pursuant to the Plan and the Confirmation Order, all right, title and interest in and to the CBI Shares and the CBM Shares remained in the Benton Estate. Pursuant to the Plan and the Confirmation Order, the Liquidating Trustee was also appointed the authorized representative of the Benton Estate. (References to the Liquidating Trustee in this Order shall also be deemed a reference to the Liquidating Trustee in his capacity as the authorized representative of the Benton Estate and acting on behalf of the Benton Estate.)

9. Over the course of the Bankruptcy Cases, certain disputes have arisen between the Liquidating Trustee (or his predecessor(s) in interest), on one hand, and the Rockies Parties, on the other hand. Some of these disputes are the subject of claims made by the Liquidating Trustee against the Rockies Parties in Beckman, Liquidating Trustee v. Colorado Baseball 1993, Inc., et al., Adversary No. 99-1413 DEC, pending in the United States Bankruptcy Court for the District of Colorado (the "Adversary Proceeding"). The Rockies Parties have also asserted certain counterclaims in the Adversary Proceeding.

10. The Liquidating Trustee, on one hand, and the Rockies Parties, on the other hand, have agreed to settle their disputes and, therefore, have entered into the Agreement. The essential terms of the Agreement are that: (a) the Liquidating Trustee and the Rockies Parties will generally release all claims against each other, the Rockies Parties will withdraw all proofs of claims filed in the Bankruptcy Cases and the Adversary Proceeding will be dismissed with prejudice; (b) certain of the Rockies Parties will acquire (or redeem) the LP Interest, the CBI Shares and the CBM Shares free and clear of all Claims and Interests; (c) upon closing of such transactions, certain of the Rockies Parties will make payments to the Liquidating Trustee in such amounts and forms as previously disclosed to the Court, a portion of which proceeds will be set aside in an indemnification claim reserve to be held and disbursed as provided in the Agreement.

11. Based upon the statements in the Motion, including, without limitation, the statement that the Plan Oversight Committee has authorized the Liquidating Trustee to enter into the Agreement, and the Court's general familiarity with the nature of the parties' disputes from prior hearings and papers filed in the case, the Court finds that the Agreement is reasonable and in the best interests of the Benton Estate and the Benton and NTC Liquidating Trusts.

12. Accordingly, the Agreement is hereby approved. In accordance with and subject to the terms of the Agreement and in exchange for the consideration to be provided by the Rockies Parties pursuant to the terms of the Agreement, the Liquidating Trustee, in his capacity as the liquidating trustee for the Benton and NTC Liquidating Trusts, and as the authorized representative of the Benton Estate, as applicable, is authorized to:

- (a) In exchange for the payments by the Rockies Parties provided for in the Agreement and the withdrawal of their proofs of claim, execute complete mutual releases with all of the Rockies Parties;
- (b) Seek a dismissal of the Adversary Proceeding, with prejudice;
- (c) In exchange for the payments by the Rockies Parties provided for in the Agreement, transfer and convey to the Rockies Parties or their designee all of the Benton Estate's right, title and interest in and to the CBI Shares, the CBM Shares, and any other Baseball Interests (as defined in the Plan) or interests therein, as provided in the settlement agreements. Said transfers shall, pursuant to the terms of the Plan and the Confirmation Order, and pursuant to 11 U.S.C. § 363(f), be free and clear of all Claims and Interests, except for the restrictions set forth in the Subscription and Shareholders Agreement for CBI dated as of January 25, 1991, as amended; and
- (d) In exchange for the payments by the Rockies Parties provided for in the Agreement, transfer and convey to the Rockies Parties or their designee all of the Liquidating Trusts' right, title and interest in and to the LP Interest, and any other Baseball Interests or interests therein, as provided in the settlement agreements.

Said transfers shall, pursuant to the terms of the Plan and the Confirmation Order and pursuant to 11 U.S.C. § 363(f), be free and clear of all Claims and Interests, except the restrictions set forth in the CRBC Limited Partnership Agreement.

13. The Liquidating Trustee and the Rockies Parties have negotiated this Agreement and the related transactions on an arms length basis in good faith, and the Rockies Parties constitute a good faith purchaser. If any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed by subsequent order of this Court or any other court, such reversal, stay, modification or vacatur shall not affect the validity and enforceability of the transfers or this Order, and notwithstanding any stay, reversal, modification or vacatur of this order, any obligation arising prior to the effective date of such stay, reversal, modification or vacatur shall be governed in all respects by the original provisions of this Order and the operative documents for the transaction. The parties to the Agreement and to the closing documents shall be entitled to all of their respective rights, privileges and benefits hereunder and under those documents in accordance with 11 U.S.C. § 363(m) and otherwise.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001.

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United States Bankruptcy Judge

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